



003-010071-011

FMC Agreement No. 10071

The Cruise Lines International
Association Agreement

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1st Revised
Page No. A-1

FEDERAL MARITIME
COMMISSION
OFFICE OF THE CLERK

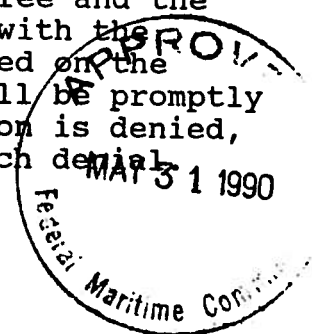
APPENDIX A

TERMS AND PROVISIONS REGARDING
AFFILIATION OF INDEPENDENT TRAVEL AGENTS

1. DEFINITION. For purposes of this Agreement, an Independent Travel Agent (hereinafter "Agent" or "Agency") is defined as any person, entity or department of an entity that is engaged in the business of selling travel or travel related services.

2. AGENCY FEES. An application fee of U.S. \$50.00 and an Annual Agency Fee of U.S. \$125.00, the levels of which may be changed from time to time by the Association, shall be collected for each location at the time of application. Agencies notified of listing during the first nine (9) months of any fiscal year shall pay the full annual fee; agencies notified during the last three (3) months of any fiscal year shall pay the full annual fee which shall be credited for the full ensuing fiscal year. Agency Fees (non-refundable) shall be collected for each location on or before the commencement of each fiscal year and the Association shall thereafter promptly give notice to any Agency from whom it has not received an Annual Agency Fee. Such notice shall include a final notice for payment, and failure to remit within the time specified will subject the Agency concerned to automatic termination without further notice. Reinstatement can be effected, as of the date of postmark of the delinquent payment, by mailing to the Association the amount of such payment, plus a sum equal to one-half the Annual Agency Fee; said sum being acknowledged by the Association and by the involved Agency as constituting liquidating damages for such delinquency to be applied because the amount of actual damages would be difficult if not impossible to ascertain.

3. CONSIDERATION OF APPLICATION. An applicant for listing shall submit a completed application, in a form prescribed by the Association, and tender payment of the application fee and the Annual Agency Fee. When an applicant has complied with the conditions set forth herein, its name shall be placed on the Master List of Independent Travel Agents and it shall be promptly notified of that action. In the event an application is denied, notice shall be given containing the reasons for such denial.



subscribe to these Conditions and Member Cruise Line Companies from doing business with one another on any terms to which they may agree.

STATEMENT OF POLICY AND PROCEDURE

(To be maintained at the principal office of CLIA and at the offices of Member Cruise Lines; available to Applicants and to Listed Agents upon request)

A. AGENCY FEES.

An Annual Agency Fee of U.S. \$125.00, the levels of which may be changed from time to time by the Association, shall be collected for each location on or before the commencement of each fiscal year. When the Association is notified of a change in the form of ownership or in control, or the ability to control management of the Agency, a new Annual Agency Fee will be collected from the new owners for each Agency location affected.

B. THE RIGHTS OF AFFILIATED AGENTS.

1. INVOLUNTARY TERMINATION OF AFFILIATION: NOTICE AND OPPORTUNITY TO BE HEARD. Should the Association determine that an event has occurred which gives rise to grounds for an involuntary termination of affiliation, the Agency shall be notified of such grounds and shall be granted a reasonable opportunity to dispute the grounds for involuntary termination. Should the Association thereafter determine that involuntary termination is warranted, the Member Companies and the Agent shall simultaneously be notified that affiliation has been terminated, stating the reasons therefor. Notice shall be given by certified mail, return receipt requested.

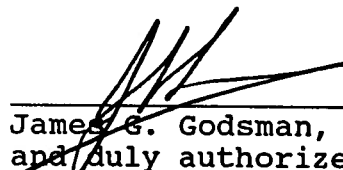
2. EFFECT OF INVOLUNTARY TERMINATION OF AFFILIATION. The involuntary termination of an Agent's affiliation for any of the causes listed in Condition (e) to Conditions for Agency Affiliation shall be deemed sufficient cause for cancellation and removal of the Agent's name from the Master List of Independent Travel Agents.

3. OPPORTUNITY FOR REVIEW. The Agent will be given the opportunity for review of the grounds giving rise to involuntary termination of affiliation. The Agent must exercise such right within fifteen (15) days from the date of the Association's certified mail notice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the below listed parties, the Member Lines of the Cruise Lines International Association ("CLIA"), have caused this modification to 1st Revised Page Nos. A-1 and A-4 of Appendix A to FMC Agreement No. 003-010071, to be executed on their behalf by James G. Godsman, President of CLIA, this 26th day of April, 1990. The modifications amend Appendix A of the Agreement with respect to administrative matters duly approved by the CLIA Member Lines.

Admiral Cruises
American Hawaii Cruises
B.S.L. Cruises
Carnival Cruise Lines
Chandris Cruises
Clipper Cruise Line
Commodore Cruise Line, Ltd.
Costa Cruises
Crown Cruise Line
Crystal Cruises
Cunard Line, Ltd.
Cunard/Norwegian American Cruises
Cunard Sea Goddess
Delta Queen Steamboat Co.
Dolphin Cruise Line
Dolphin Hellas Cruises
Epirotiki Lines, Inc.
Holland America Line
Norwegian Cruise Line
Ocean Cruise Lines, Inc.
Ocean Quest International
Oceanic Cruises
Premier Cruise Lines
Princess Cruises
Regency Cruises
Royal Caribbean Cruise Line, Inc.
Royal Cruise Line
Royal Viking Line
Seabourn Cruise Line
Society Expeditions Cruises
Sun Line Cruises
Windstar Sail Cruises
World Explorer Cruises


James G. Godsman, President of CLIA
and duly authorized representative
of the CLIA Member Lines